

**EXHIBIT A**



SECONDARY MORTGAGE LOAN  
CITIZENS BANK PROMISSORY NOTE  
AND DISCLOSURE STATEMENT



Borrower(s): JOSE FARIA  
APOLONIA M MORAIS

- Lender: ☐ Citizens Bank of Massachusetts  
28 State Street  
Boston, MA 02109
- ☐ Citizens Bank of Connecticut  
63 Eugene O'Neill Drive  
New London, CT 06320
- ☐ Citizens Bank of Pennsylvania  
1735 Market Street  
Philadelphia, PA 19103
- ☒ Citizens Bank of Rhode Island  
1 Citizens Plaza  
Providence, RI 02903
- ☐ Citizens Bank New Hampshire  
875 Elm Street  
Manchester, NH 03101
- ☐ Citizens Bank  
919 North Market Street  
Suite 200  
Wilmington, DE 19801

Principal Amount: \$81,925.00 Interest Rate: 5.240 % Date of Note: 04/13/2004

In this Note, the words, "Borrower", "you," and "your" mean each and every person who signs this Agreement, including all Borrowers named above. The words "we," "us", "our" and "Lender" mean Citizens Bank of Massachusetts, Citizens Bank of Rhode Island, Citizens Bank of Connecticut, Citizens Bank New Hampshire, Citizens Bank of Pennsylvania, or Citizens Bank (our Delaware Bank), as indicated above, herein after referred to as "Citizens Bank".

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) promise to pay to the above named Lender or order, the principal sum of \$ \$81,925.00 Dollars with interest at the rate of 5.240 % per annum, payable in 180 consecutive monthly installments of \$ 658.14 each, and a final installment to include all principal and accrued interest, and late charges, insurance premiums and all other charges, if any. The first such installment will be due on 05/17/2004 and the remaining installments on the same day of each month thereafter until paid in full. All payments will be applied first to interest, then to insurance charges, if any, and then to principal, and any remaining amount to unpaid collection costs and late charges and any other charges you may owe. The interest rate required by this section is the rate you will pay both before and after any default described in the default section.

Finance Charge: Interest on this Note is computed on a 365/366 simple interest basis. First we apply the ratio of the annual interest rate over the number of days in a year (366 during leap years), multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all payments as scheduled
5.240 %	\$36,540.20	\$81,925.00	\$118,465.20

PAYMENT SCHEDULE:

NUMBER OF PAYMENTS	AMOUNT OF PAYMENTS	WHEN PAYMENTS ARE DUE
180	\$ 658.14	Monthly beginning on 05/17/2004

The payment schedule and "Total of Payments" scheduled above assume that all payments are made on the due date. If payments are made late, the amount of interest payable hereunder will continue to accrue on the unpaid principal balance and the total interest hereunder will increase.

PREPAYMENT: If you pay off the entire balance of your loan before the due date, you may be charged a penalty as follows:  
MA (first lien): If you pay off your loan within the first twelve (12) months of the date of the note, we may charge you, and you agree to pay us, a penalty equal to (a) the balance of the first year's interest, (b) three (3) months' interest as of the date of prepayment, or (c) \$250, whichever is less. If you refinance your loan with another institution within the first twenty-four (24) months of the date of the note, we may charge you, and you agree to pay us, a penalty of the lesser of a) three (3) months' interest as of the date of prepayment or (b) \$250. \*  
CT (first lien), DE, MA (second lien), ME, NH, VT: If you pay off your loan within two (2) years after the date of the note, we may charge you, and you agree to pay us, a penalty of \$250. \*  
CT (second lien): If you pay off your loan within two (2) years after the date of the note, we may charge you, and you agree to pay us, a penalty of the lesser of five percent (5%) of the principal balance that you prepay or \$250. \*  
RI: If you pay off your loan within the first year of the date of the loan, we may charge you, and you agree to pay us, a penalty lesser of a) 2% of the balance due at the date of payoff or b) \$250.  
NJ, PA: If you pay off your loan before the due date, you will not have to pay a penalty.  
\*Assessment will be limited to the first 12 months of the loan if the term is five (5) years or less.

LATE CHARGE: Your late fee will be calculated as follows, based on the state or commonwealth as indicated above:  
MA: Your payment will be late if it is not received by us within 15 calendar days of the Payment Due Date shown above. If your payment is late, we may charge you 3.000% of the regularly scheduled payment of principal and interest.  
CT and RI: Your payment will be late if it is not received by us within 10 calendar days of the Payment Due Date shown above. If your payment is late, we may charge you 5.000% of the regularly scheduled payment of principal and interest, or \$10.00, whichever is less.  
NH: Your payment will be late if it is not received by us within 10 calendar days of the Payment Due Date shown above. If your payment is late we may charge you 7.000% of the regularly scheduled payment of principal and interest or \$12.50, whichever is greater.  
PA and DE: Your payment will be late if it is not received by us within 15 calendar days of the Payment Due Date shown above. If your payment is late, we may charge you 10.000% of the payment or \$20.00, whichever is greater. You will pay this late charge only once on any late payment.

**SECURITY:** You are giving a security interest in real estate located at 120 LENA STREET, EAST PROVIDENCE, RI 02914 in addition to Lender's security interest and other rights in your deposit accounts.

**ASSUMPTION:** Someone buying your home cannot assume the remainder of the mortgage on its original terms.

See other related contract documents for additional information about nonpayment, default, the right to accelerate the maturity of the obligation and security interests.

**ITEMIZATION OF THE AMOUNT FINANCED:**

Itemization of the amount financed of .....	\$ <u>81,925.00</u>
Amount given to you directly .....	\$ <u>0.00</u>
Prepaid Finance Charges .....	\$ .....
Amount(s) paid to others on your behalf:	
TO <u>WAMU/HOMESID</u>	\$ <u>81,925.00</u>
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO .....	\$ .....
TO <u>INSURANCE COMPANY</u>	\$ .....
TO <u>Settlement Fees</u>	\$ <u>0.00</u>
	\$ <u>0.00</u>

**COLLATERAL:** In addition to the protections given to the Lender under this Note, this Note is secured by a Mortgage dated 04/13/2004, to Lender on real property located in PROVIDENCE County, State of RI, all the terms and conditions of which are hereby incorporated and made a part of this Note.

**DEFAULT:** You will be in default if any of the following events happens:

- (a) You fail to make a payment when it is due under this Note or any other loan you may have with Citizens Bank.
- (b) You have made any false or misleading statement(s) in your application for this Note or any other loan you may have with Citizens Bank, or there is a material adverse change in your financial condition.
- (c) An assignment has been made for the benefit of your creditors or an entry of judgement has been made against you, or someone tries to take or attach any of the collateral.
- (d) You fail to comply fully with any term or condition of this Note or any other loan or agreement you may have with Citizens Bank.
- (e) You die or become insolvent, a receiver is appointed for any part of your property, or any proceeding is commenced either by you or against you under any bankruptcy or insolvency laws.

**COLLECTION COSTS:** If you fail to abide by any of the terms of this Note, and if we are permitted to do so by applicable law, we may hire or pay someone else to help collect on the Note. You will pay all reasonable collection costs, including reasonable attorney's fees incurred by us in the collection of amounts due under this Note as permitted by applicable law. This includes, subject to any limits under applicable law, our legal expenses whether or not there is a lawsuit and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay of injunction), appeals, and any anticipated post-judgment collection services. In New Hampshire, if, but only if, by applicable law, we are permitted to collect attorneys fees from you as part of our costs of collecting any amounts due under this Note, then you, to the extent required by New Hampshire Revised Statutes Annotated Chapter 361-C, as amended, shall be entitled to reasonable attorney's fees if you prevail in (a) any action, suit or proceeding brought by us, or (b) any action brought by you. If you successfully assert a partial defense or setoff, recoupment or counterclaim to any action brought by us, the court may withhold from us the entire amount or such portion of the attorney's fees as the court considers equitable.

**OFFSETTING DEPOSIT ACCOUNT:** Unless prohibited by applicable law, we may apply money from any of your deposit accounts with us, or our affiliates, now or in the future, to pay all or a portion of any amount overdue under this Note. We may use this right of offset without giving you notice, unless otherwise required by applicable law.

**UNIFORM SECURED NOTE:** This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if you do not keep the promises which you make in this Note. That Security Instrument describes how and under what conditions you may be required to make immediate payment in full of all amounts you owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**PAYMENTS:** All payments must be made by a check, money order, or other instrument in U.S. dollars and may be mailed or made at any Citizens Bank office during regular banking hours. Payments sent by mail must be mailed early enough to insure receipt by us on the Payment Due Date. Inquiries and payments may be directed to:

Citizens Bank  
Consumer Finance Operations  
1 Citizens Drive  
Riverside, RI 02915  
1-800-922-9999

**PREPAYMENT:** If you pay off the entire balance of your loan before the due date, you may be charged a penalty as follows:

**MA (first lien):** If you pay off your loan within the first twelve (12) months of the date of the note, we may charge you, and you agree to pay us, a penalty equal to (a) the balance of the first year's interest, (b) three (3) months' interest as of the date of prepayment, or (c) \$250, whichever is less. If you refinance your loan with another institution within the first twenty-four (24) months of the date of the note, we may charge you, and you agree to pay us, a penalty of the lesser of a) three (3) months' interest as of the date of prepayment or (b) \$250. \*

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**RI:** If you pay off your loan within the first year of the date of the loan, we may charge you, and you agree to pay us, a penalty lesser of a) 2% of the balance due at the date of payoff or b) \$250.

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\*Assessment will be limited to the first 12 months of the loan if the term is five (5) years or less.

**LATE CHARGE:** Your late fee will be calculated as follows, based on the state or commonwealth as indicated above:

**MA:** Your payment will be late if it is not received by us within **15 calendar days of the Payment Due Date shown above**. If your payment is late, we may charge you 3.000% of the regularly scheduled payment of principal and interest.

**CT and RI:** Your payment will be late if it is not received by us within **10 calendar days of the Payment Due Date shown above**. If your payment is late, we may charge you 5.000% of the regularly scheduled payment of principal and interest, or \$10.00, whichever is less.

**NH:** Your payment will be late if it is not received by us within **10 calendar days of the Payment Due Date shown above**. If your payment is late we may charge you 7.000% of the regularly scheduled payment of principal and interest or \$12.50, whichever is greater.

**PA and DE:** Your payment will be late if it is not received by us within **15 calendar days of the Payment Due Date shown above**. If your payment is late, we may charge you 10.000% of the payment or \$20.00, whichever is greater.

You will pay this late charge only once on any late payment.

**DOCUMENTATION:** You agree to execute or re-execute any document that we request in order to correct any error or omission in the original Promissory Note, Mortgage, or other loan related documents, including, but not limited to, Confirmatory or Corrective Mortgages.

**MISCELLANEOUS:** Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. You and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, protest and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan, or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

**GOVERNING LAW:** This Note is governed by federal law and by the laws of the state or commonwealth, as indicated above: The Commonwealth of Massachusetts, the State of Rhode Island, the State of Connecticut, the State of New Hampshire, the Commonwealth of Pennsylvania, or the State of Delaware. To the extent that federal law preempts state law, this Note is governed by federal law. If any provision of this Note conflicts with any existing or future law, it shall be deemed modified to the extent necessary to comply with such law and the validity of the remaining terms shall not be affected.

If you are a Maryland resident, this Note is governed by federal law and by the laws of the state or commonwealth in which the bank is located, except that to the extent, but only to such extent, that this Note is not governed by the laws of the state or commonwealth in which the bank is located, the provisions of Sections 12-1001 *et seq.* (Credit Grantor Closed End Credit Provisions) of the Commercial Law Article of the Annotated Code of Maryland shall apply.

The undersigned acknowledges that before signing this Note that all blank spaces were completed, that the undersigned had read this Note, fully understand its provisions and approves the terms and conditions set forth herein, and that the undersigned has received a copy of this Note as so completed.

**INSURANCE:** You may obtain property insurance from anyone that is acceptable to the Lender. If your collateral property is located in a designated Flood Zone, you must also maintain adequate flood insurance on the property.

If any required insurance on the Collateral expires or is canceled and you fail to purchase and maintain such required insurance, the Lender may (but is not required to, except in the case of required flood insurance) purchase insurance on the Collateral and either: (i) add the cost of the insurance to the unpaid principal balance you owe under this Note (in which case you agree to repay the cost of the insurance in accordance with the repayment terms of this Note), or (ii) bill you separately (in which case you agree to pay the bill immediately). In either case, the amounts you owe for the insurance premiums will accrue interest at the interest rate provided in this Note until repaid in full. You understand and acknowledge that any insurance obtained and maintained by the Lender may (i) only protect the interests of the Lender and any other creditor with a prior mortgage on the Property, and (ii) be more expensive than insurance obtained and maintained by the Borrower.

You, the undersigned, certify that you have insured the property described in the section entitled "SECURITY" on Page 1 of this Note, against loss by fire in the amount sufficient to cover this lien and all superior liens, and that the policy includes extended coverage and has a standard mortgagee clause making loss payable to Citizens as its interest may appear.

You agree it is your responsibility to keep the premises as identified in the section entitled "SECURITY" on Page 1 of this Note, insured in an amount at least equal to the replacement cost of any buildings on the above property, and until this Note is paid in full.

You understand that you may purchase any required insurance through any duly licensed insurance agent and insurance company that is reasonably acceptable to us. You are not required to deal with any of our affiliates when choosing an insurance agent or insurance company. Your choice of a particular insurance agent or insurance company will not affect our credit decision, so long as the insurance provides adequate coverage with an insurer that meets our reasonable requirements.

All documents related to insurance for this loan should be mailed to the following address:

Citizens Bank, Consumer Finance Operations  
1 Citizens Drive  
Riverside, RI 02915  
(800)708-6680

**You acknowledge** that any payoff amounts referenced in the Itemization of Amount Financed section of this Note and the HUD1-A form were estimates based on the balances listed on your credit bureau report(s). By signing below, you authorize all handwritten changes, made both to the payoff figures in this Note and the HUD1-A form, and confirm that these changes accurately reflect the payoff figures you provided at closing.

**You acknowledge** that you received and read, as applicable, the Home Equity disclosure statements provided to you during the application process, which include *When Your Home is On the Line, Servicing Disclosure Statement, Good Faith Estimate, Right to Receive a Copy of an Appraisal, Citizens' Pledge Regarding the Responsible Use and Protection of Customer Information*, for **MA** residents only, *Massachusetts Mortgage Loan Disclosure, Uniform Mortgage Loan Cost Worksheet, Consumer Guide to Obtaining a Mortgage*, for **CT** residents only, *Mortgagor's Right to Counsel*, for **RI** residents only, *Choice of Title Attorney Disclosure*, for **NJ** residents only, *Right to Own Counsel Disclosure* and for **MD** residents only, *Processing your Loan Application, Settlement Services*.

**You acknowledge** that with your application, you provided your consent to us to check your employment and credit history with any source and to answer questions about your credit experience with us.

**NOTICE TO NEW JERSEY BORROWERS: READ THIS NOTE BEFORE YOU SIGN. DO NOT SIGN THIS NOTE IF IT CONTAINS BLANK SPACES. THE NOTE IS SECURED BY A SECONDARY MORTGAGE ON YOUR REAL PROPERTY.**

**SIGNATURES:**

JOSE FARIA

APOLONIA M MORAIS